

ECS FILE: IGA-87-39

PROJECT: F-065-1-305PE, -505C

SECTION: Silver Creek - Bullhead  
City

INTERGOVERNMENTAL AGREEMENT  
AMONG  
THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION,  
THE STATE LAND DEPARTMENT,  
AND  
THE MOHAVE COUNTY FLOOD CONTROL DISTRICT

THIS AGREEMENT entered into this 9th day of March, 1988, among the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State" and its LAND DEPARTMENT, hereinafter called "Land Department"; and the MOHAVE COUNTY FLOOD CONTROL DISTRICT, acting by and through its Board of Directors, hereinafter called "Mohave County Flood Control District".

WHEREAS, State is empowered by Sections 11-952 and 28-108 Arizona Revised Statutes to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, Land Department is empowered by Section 37-132 A (3) Arizona Revised Statutes to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and the Director of the State Land Department has delegated to the undersigned the authority to execute same on behalf of Land Department; and

WHEREAS, Mohave County Flood Control District is empowered by Sections 48-3624 and 48-3603 Arizona Revised Statutes to enter into this agreement and acting by and through its Board of Directors has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of Mohave County Flood Control District; and

WHEREAS, State, in conjunction with improvements to State Route 95 (S.R. 95) from Milepost 246.8 + to Milepost 250.0 +, desires to provide adequate drainage facilities within State right-of-way for accommodation of flows generated by upstream retraining of waterways for Davis Wash, Green Wash, Highland Wash, Thumb Butte Wash, Buck Wash, Black Wash, Bullhead Wash, Secret Pass Wash and one Un-named Wash #1 located between Buck Wash and Black Wash (said washes hereinafter called "named waterways"), more particularly delineated on the map attached hereto and made a part hereof as Exhibit A; and

NO. <u>12812</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>3-21-88</u>
<u>Karen Osborne</u>
Acting Secretary of State

WHEREAS, Land Department desires construction of said drainage facilities to coordinate upstream retraining of said named waterways and to complete the "Requirements of Sale" for Public Auction Sale No. 779, dated August 25, 1986; and

WHEREAS, Mohave County Flood Control District desires construction of said drainage facilities and upstream retraining of said named waterways to ensure continuous drainage of the entire watershed which impacts the planned Bullhead City Airport; and

WHEREAS, Mohave County Flood Control District agrees to bear the total cost for construction of drainage channels for upstream retraining of said named waterways, including all costs related to construction change orders, delays, or valid claims for extra compensation made by the contractor for construction of said drainage channels; and

WHEREAS, State agrees to bear the total cost for construction of drainage facilities within State right-of-way for accommodation of flows generated by upstream retraining of said named waterways, including all costs related to construction change orders, delays, or valid claims for extra compensation made by the contractor for construction of said drainage facilities.

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Prepare plans for roadway improvements including necessary drainage facilities within State right-of-way to accommodate flows generated by a 100-year storm in drainage channels constructed for upstream retraining of said named waterways.
2. Acquire right-of-way as required for construction of roadway and drainage facilities for S.R. 95.
3. Provide drainage facilities plans included in roadway improvements to Land Department.
4. Provide drainage facilities plans included in roadway improvements to Mohave County Flood Control District.
5. Review and comment on plans from Mohave County Flood Control District for upstream retraining of said named waterways.
6. Contract for construction of all roadway and drainage facilities to S.R. 95 within State right-of-way, supervise construction, make all payments to the contractor, and approve and accept the new roadway and drainage facilities for S.R. 95.

LAND DEPARTMENT SHALL:

1. Review plans for drainage facilities included in roadway plans prepared by State.
2. Review and approve plans for drainage channels for upstream retraining of said named waterways included in drainage plans prepared by Mohave County Flood Control District.
3. Ensure, as to the requirements of sale no. 779, that the upstream retraining of said named waterways is accomplished by Mohave County Flood Control District, on time and at no expense to State.

MOHAVE COUNTY FLOOD CONTROL DISTRICT SHALL:

1. Prepare plans for drainage channels for upstream retraining of said named waterways to ensure continuous drainage of the entire watershed which impacts the planned Bullhead City Airport.
2. Provide plans for drainage channels for upstream retraining of said named waterways to State for review.
3. Provide plans for drainage channels for upstream retraining of said named waterways to Land Department for review and approval.
4. Review and comment on plans from State for drainage facilities included in roadway improvements.
5. Contract for construction of drainage channels for upstream retraining of said named waterways, supervise construction, make all payments to the contractor, and approve and accept the new drainage channels.
6. Retain maintenance and ownership responsibilities for the drainage channels for upstream retraining of said named waterways that are not within the right-of-way limits of S.R. 95.
7. Submit application to the Federal Emergency Management Agency (FEMA) requesting Letter of Map Revision to remove protected properties from the FEMA designated floodplain.
8. Hold State harmless for all liability resulting from constructing drainage channels for upstream retraining of said named waterways and, upon completion of construction, hold State harmless for all liability resulting from constructing drainage facilities within S.R. 95 right-of-way.

THIS AGREEMENT shall remain in full force and effect until completion of said construction projects as aforesaid; provided, however, that this agreement may be canceled at any time prior to the commencement of construction upon 30 days' written notice to the other party; provided, however, agreements herein relating to maintenance shall be in perpetuity.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

All parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

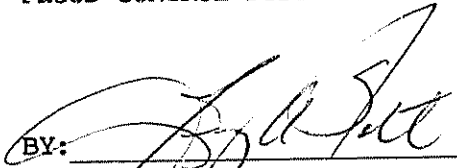
In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

Attached hereto and incorporated herein by reference is a copy of State's Resolutions authorizing the Arizona Department of Transportation and the Land Department entry into this agreement, a copy of Mohave County Flood Control District's Resolution passed by its Board of Directors authorizing entry into this agreement, a copy of the written determination of the appropriate attorney that Mohave County Flood Control District is authorized under the laws of this State to enter into this agreement and said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

Agreement: State/Mohave County Flood Control District  
Page 5

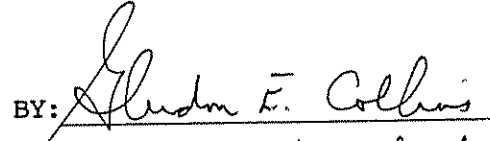
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MOHAVE COUNTY  
FLOOD CONTROL DISTRICT

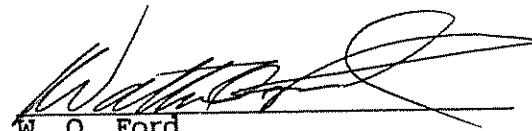
BY:   
TITLE: CHAIRMAN

ATTEST: Paul Lehman

STATE OF ARIZONA  
STATE LAND DEPARTMENT

BY:   
TITLE: Deputy State Land Commissioner

STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION

BY:   
W. O. Ford  
State Engineer

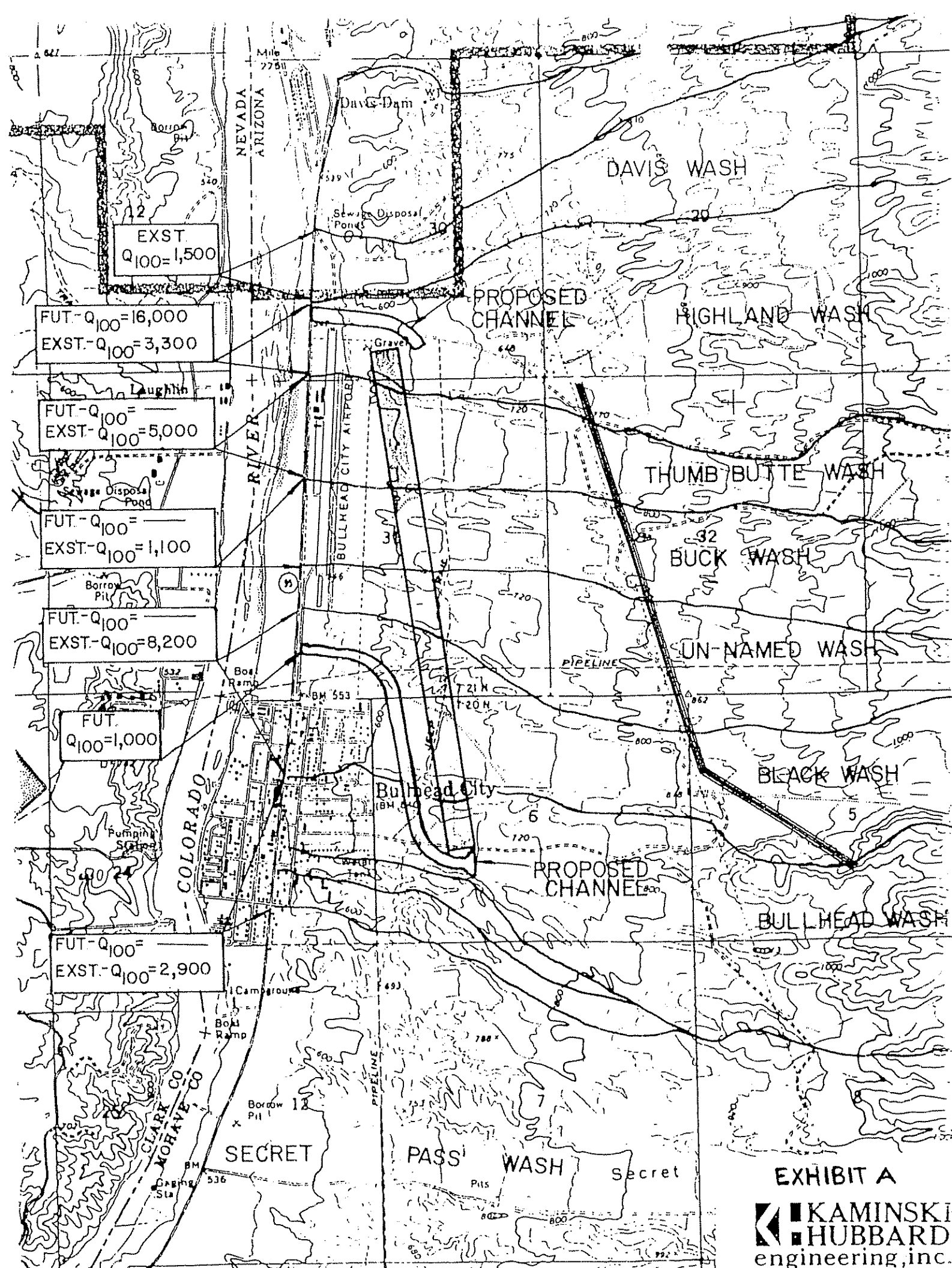


EXHIBIT A

**KAMINSKI-HUBBARD**  
engineering, inc.

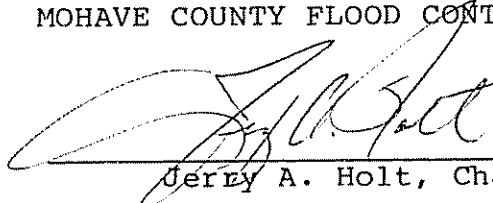
MOHAVE COUNTY FLOOD CONTROL RESOLUTION 87-4

WHEREAS, the Mohave County Flood Control District is empowered to cooperate with the State of Arizona and it's agencies in the construction, maintenance and operation of flood control projects.

WHEREAS, adoption of the attached intergovernmental agreement between the District and the State of Arizona for a certain flood control project in the Bullhead City area would be in the best interest of the residents of the District and is contemplated within the Districts powers and duties as set forth in A.R.S. 48-3603.

THEREFORE, be it resolved that the Mohave County Flood Control District enter into the attached intergovernmental agreement with the Sate of Arizona and it's Land and Transportation Departments for the completion of Project: F-065-1-305PE, 505C in the Bullhead City area.

MOHAVE COUNTY FLOOD CONTROL DISTRICT

  
Jerry A. Holt, Chairman

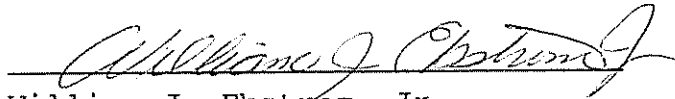
ATTEST:

  
Pat Chastain, Clerk of the Board

OPINION OF LEGAL COUNSEL

RE: PROJECT F-065-1-305PE, 505C

As legal counsel for the Mohave County Flood Control District, I have reviewed the intergovernmental agreement between the District and the State of Arizona and its departments of Transportation and Land and have determined that the agreement is in proper form and is within the lawful powers and duties of the District as set forth in A.R.S. 48-3603(7) and A.R.S. 48-3624.

A handwritten signature in cursive script, reading "William J. Ekstrom, Jr.", written over a horizontal line.

William J. Ekstrom, Jr.

Mohave County Attorney



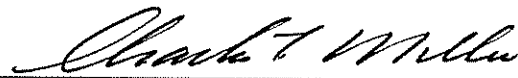
PROJECT: F-065-1-505C

SECTION: Silver Creek - Bullhead City

RESOLUTION

BE IT RESOLVED on this 30 day of June, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Agreement with the State Land Department, the Mohave County Flood Control District and Bullhead City for the construction of drainage facilities within right-of-way for State Route 95 for accommodation of flows generated by upstream retraining of waterways for Davis Wash, Green Wash, Highland Wash, Thumb Butte Wash, Buck Wash, Black Wash, Bullhead Wash, Secret Pass Wash, and one Un-named Wash #1 located between Buck Wash and Black Wash.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.

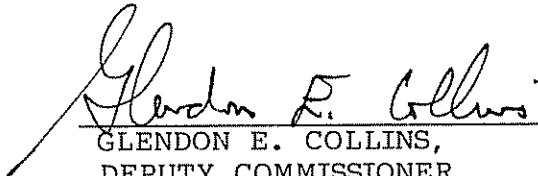
  
\_\_\_\_\_  
Charles Miller, Director  
Arizona Department of Transportation

PROJECT # - F-065-1-305PC, -505C

SECTION - Silver Creek - Bullhead City

RESOLUTION

BE IT RESOLVED, on this 1st day of March, 1988, that I, Glendon E. Collins, Deputy State Land Commissioner of Arizona State Land Department, have determined it is in the best interest of the State Land Department to enter into an agreement with the Arizona Department of Transportation and the Mohave County Flood Control District to ensure that the requirements of State Land Department Sale No. 779 for the upstream retraining of named waterways and drainage facilities are accomplished in a timely manner by the Mohave County Flood Control District.

  
\_\_\_\_\_  
GLENDON E. COLLINS,  
DEPUTY COMMISSIONER  
STATE LAND DEPARTMENT



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. 88-0482-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11<sup>th</sup> day of March, 1988.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division